Art Consignment Agreement for Exhibition
Marion Art Center, Inc.

Name: _____ Phone: _____

Email: _____

Mailing Address: _____

Website/Instagram: _____

Hereafter referred to as "The Artist" and Marion Art Center, 80 Pleasant Street, Marion, MA 02738, 508-748-1266, hereafter referred to as "the MAC" hereby enter into the following Agreement:

1. *Agency; Purposes*. The Artist appoints the MAC as agent for the works of art hereafter referred to as "Artworks" consigned under this Agreement, for the purposes of exhibition and sale. The MAC shall not permit the Artworks to be used for any other purposes without the written consent of The Artist.

2. *Consignment*. The Artist hereby consigns to the MAC, and the MAC accepts on consignment, those Artworks listed on the attached inventory sheet, which is a part of this agreement. Additional inventory sheets may be incorporated into this agreement at such time as both parties agree to the consignment of other Artworks. All inventory sheets shall be signed by The Artist and a MAC representative.

3. *Warranty*. The Artist hereby warrants that they created and possess unencumbered title to the Artworks, and that their descriptions are true and accurate.

4. *Duration of Exhibition*. The Artist and the MAC agree that the initial term of the exhibition for the Artworks is to be the duration of the **Winter Members' Show (Jan. 16 – Feb. 19, 2027)** and that the Artist does not intend to request their return before the end of this term.

5. *Pricing; The MAC's Commission; Terms of Payment*.
    a. The MAC and The Artist agree that the MAC's commission is to be forty percent (40%) of the retail price of the Artworks as stated on the Artworks inventory sheet provided by The Artist. The Artist's commission is to be sixty percent (60%) of the retail price of the Artworks as stated on the Artworks inventory sheet.
    b. Payment to The Artist shall be mailed by the MAC within thirty (30) days of the last date of the exhibition or when payment has been received in full by the purchaser, whichever comes last, to the mailing address provided by The Artist on this contract.

6. *Transportation Responsibilities*. Packing and shipping charges, insurance costs, and other handling expenses incurred in the delivery of Artworks from The Artist to the MAC shall be the responsibility of The Artist. If, by the completion of the term of consignment, the Artworks remain unsold, the packing and shipping charges, insurance costs, and other handling expenses incurred in the return of Artworks to The Artist from The MAC shall be the responsibility of The Artist. Purchased Artworks will be shipped within 30 days of the final day of the exhibition at the cost of the purchaser. The risk of loss or damage shall be the responsibility of the shipper.

7. *Responsibility for Loss or Damage, Insurance Coverage*. The MAC shall be responsible for the safekeeping of all consigned works of art while they are in its custody. The MAC shall be strictly

liable to The Artist for Artwork loss or damage, except for damage resulting from inherent flaws in the Artwork, to the full amount The Artist would have received from The MAC if the Artwork had been sold, unless the Artwork is repairable, at which point The MAC is responsible only for compensating for the repair of, not for the full value of, the Artworks.

8. *Installation and de-installation.* The Artworks are to be delivered by the Tuesday prior to the opening of the exhibit, and are to be fully installed by the MAC by the first day of the exhibit as listed above, unless an agreement is otherwise made by both parties ahead of time. Packing and/or collection of Artworks shall be the responsibility of The Artist. The Artworks are to be collected by The Artist on or by the Tuesday following the last date of the exhibition as listed above, unless an agreement is otherwise made by both parties ahead of time.

9. *Promotion*. The MAC shall use its best efforts to promote the sale of the Artworks. The MAC agrees to provide adequate display of the Artworks. The Artist agrees to provide quality photos of inventory for the MAC's use online. The Artist will allow the use of images for marketing purposes.

10. *Procedures for Modification*. Amendments to this Agreement must be signed by both The Artist and the MAC and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written on to it.

11. *Choice of Law*. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

Artwork List

Title	Year	Dimensions	Medium	Price
Bin Art: We will also accept up to 2 artist prints or matted originals for the MAC bin. All bin art should be wrapped in a plastic sleeve, labeled with artist name, title, and price. Bin art should be included on your inventory sheet. Bin art will be limited to three per artist (in addition to wall or pedestal works).				

NOTE: By signing this agreement, you understand that the Marion Art Center will not exhibit works that are in poor condition (including frame), are not properly prepared for installation, or have been shown at the MAC before.

_____ Signature of the Artist

_____ Printed Name

_____ Date

_____ Signature of Authorized MAC Representative

_____ Printed Name

_____ Date